State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000000445 Foley Distributing Corp PO Box 99 Rutland VT 05702 USA



Contract ID		Page	
000000000000000000013910		1 of 4	
Contract Dates		Origin	
09/08/2008 to 08/31/2009		CPŠ	
Description:		Contract Maximum	
CPS-TOWELS AND TISSUES		\$9,999,999.00	
Buyer Name	Buyer Phone	Contract Status	
Laraway.Elizabeth	828-4658	Approved	

Phone #: 800-950-3738

Line	# Item ID	e #: 800-950-3738  Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9123	TOILET TISSUE: 2 PLY BATH TISSUE	EA	28.45000	0.00	0.00
	500 SHEETS PE	ER ROLL - 4.0 X 3.75 WRAPPED, SCA TM1616S, QTY/CASE 96				
2	9902	BATH TISSUE - JUMBO ROLL	EA	21.25000	0.00	0.00
	JUMBO ROLL, 3	3.70 X 1000, WHITE NO PERF, SCA TJ0922A, QTY 12/CASE				
3	9903	TOILET TISSUE - 1 PLY	EA	35.70000	0.00	0.00
	4X3.75 SCA TS	1636S, QTY 96/CASE				
4	9904	TOILET TISSUE - NON-CORELESS ROLL - 1 PLY	EA	26.25000	0.00	0.00
	4X5 SHEET, 250	00 SHEETS, WHITE MORCON VALAY: M304, QTY 24/CASE				
5	9905	TOILET TISSUES - NON-CORELESS ROLL - 2 PLY	EA	26.25000	0.00	0.00
	4X4.5, 1250 SHEETS PER ROLL, MORCON M340 QTY/24 CASE					
6	9906	BATH TISSUE DISPENSER - TWIN	EA	3.00000	0.00	0.00
	SCA 56TI QTY					
7	9907	BATH TISSUE DISPENER - TWIN - STUB ROLL	EA	3.00000	0.00	0.00
	SCA 58TI QTY/	1 EACH				
8	9908	BATH TISSUE DISPENSER VERTICAL	EA	3.00000	0.00	0.00
	TWO ROLL VEF	RTICAL STANDARD TISSUE DISPENSER SCA S5TR				
9	9909	BATH TISSUE DISPENSER - LOCKED	EA	3.00000	0.00	0.00
	LOCKED TISSUE DISPENSER SCA 55TR					
10	9910	FACIAL TISSUE - 2 PLY	EA	13.60000	0.00	0.00
	WHITE, 100 SO	FT TISSUES PER BOX, GP474 QTY/30 CASE				
11	9911	PAPER TOWEL - MULTIFOLD BROWN	EA	12.80000	0.00	0.00
	9.5X9.125 SCA	MK520A, QTY 250 SLEEVE - 16/CASE				
12	9912	PAPER TOWEL - KITCHEN	EA	15.05000	0.00	0.00
	11X9 210 SHEE					
13	9913	PAPER TOWEL - ROLL	EA	14.25000	0.00	0.00
	7 7/8 X 350 - SC	CA RK350A - QTY 12/CASE				

### State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000000445 Foley Distributing Corp PO Box 99 Rutland VT 05702 USA

Contract ID		Dogo		
Contract ID		Page		
000000000000000000000000000000000000000	0000013910	2 of 4		
Contract Dates		Origin		
09/08/2008 to 08/3	31/2009	CPŠ		
Description:		Contract Maximum		
CPS-TOWELS AND TISSUES		\$9,999,999.00		
Buyer Name	Buyer Phone	Contract Status		
Larawav.Elizabeth	828-4658	Approved		

Phone #: 800-950-3738

				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
14	9914	PAPER TOWEL - C FOLD	EA	14.50000	0.00	0.00
1	10.25 x 13, 150 S	SHEETS PER BOX, WHITE, SCA CB530 QTY 2400/CASE				
15	9915	PAPER TOWEL - ROLL 1 PLY	EA	16.25000	0.00	0.00
7	7.97 X 800, GAP	263091 QTY 6/CASE				
16	9916	PAPER TOWEL DISPENSER - C-FOLD/MULTIFOLD	EA	2.00000	0.00	0.00
5	SCA 73 TR					
17	9968	C-FOLD/MULTIFOLD TOWEL DISPENSER STEEL	EA	2.00000	0.00	0.00
5	SCA-73TR					
18	9918	PAPER TOWEL DISPENSER PUSH PADDLE	EA	5.00000	0.00	0.00
5	SCA-84 TR					
19	9969	PAPER TOWEL, MULTIFOLD NATURAL	CS	13.50000	0.00	0.00
9	SCA-MK530A					

CONTRACT TERMS AND ADDITIONAL INFORMATION

MINIMUM \$75.00 ORDER CHARGE.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR TOWELS AND TISSUES ISSUED MAY 2, 2008 AND VENDOR'S RESPONSE DATED MAY 27, 2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: PROVIDE TOWELS AND TISSUES FOR THE STATE OF VERMONT AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWLEVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR

### State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000000445 Foley Distributing Corp PO Box 99 Rutland VT 05702 USA



Contract ID		Page	
000000000000000000000000000000000000000	0000013910	3 of 4	
Contract Dates		Origin	
09/08/2008 to 08/3	31/2009	CPŠ	
Description:		Contract Maximum	
CPS-TOWELS AND	TISSUES	\$9,999,999.00	
Buyer Name	Buyer Phone	Contract Status	
Laraway, Elizabeth	828-4658	Approved	

Phone #: 800-950-3738

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
QUALITY AND SAFE	TY REQUIREMENTS.	RODUCTS NOT MEETING THESE STANDARDS WI	LL BE DEEMED	UNACCEPTABLE AND	
RETURNED TO THE	CONTRACTOR FOR C	EDIT AT NO CHARGE TO THE STATE			

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND

PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

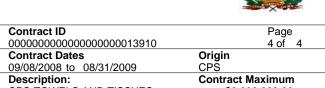
PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: BETSY LARAWAY PURCHASING AGENT 802-828-4658

## State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



 Vendor ID
 0000000445
 Contract Dates
 Origin

 Foley Distributing Corp
 09/08/2008 to 08/31/2009
 CPS

 PO Box 99
 Description:
 Contract Maximum

 Rutland VT 05702
 CPS-TOWELS AND TISSUES
 \$9,999,999.00

 USA
 Buyer Name
 Buyer Phone
 Contract Status

 Laraway, Elizabeth
 828-4658
 Approved

Phone #: 800-950-3738 Unit Max Max Line # Item ID Price\_ **UOM Item Desc** Qty Amt FAX # 802-828-2222 betsy.laraway@state.vt.us \* AMENDMENT#1 - OCTOBER 14, 2008 - THIS CHANGE IS TO CORRECT THE SIZE OF ITEMS 1-WAS 4.5X3.75 SHOULD BE 4.0 X 3.75. ALL OTHER INFORMATION REMAINS THE SAME. CORRECT THE SIZE OF ITEM #5-WAS 3X4.5 SHOULD BE 4X4.5. ALL OTHER INFORMATION REMAINS THE SAME. ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME. WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT By the STATE of VERMONT By the CONTRACTOR Date:\_\_\_ Date:\_\_\_ Signature:\_\_\_ Signature:\_\_\_ Name: Name: Title:\_\_ Title:\_\_\_ Email:\_\_\_ Email:\_\_\_